

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

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[REDACTED]

3. Confidentiality.

a. The Parties understand and agree that there shall be no confidentiality applicable to Plaintiff's wage-and-hour claims and the terms of the settlement of such claims and that Plaintiff shall not be prohibited from discussing information related to or concerning her wage-and-hour claims, along with the terms of resolution of those claims, only. Notwithstanding the above, as to the non-wage claims and the resolution of such, Plaintiff agrees that neither she nor any person acting by, through, under, or in concert with her will at any time disclose (by any method, including but not limited to verbal, written, or electronic) the terms or existence of this Agreement or any fact concerning its negotiation, execution, or implementation, the non-wage allegations in the Complaint concerning [REDACTED] or the factual information or circumstances relating to the [REDACTED] [REDACTED] asserted in the Complaint, except for disclosures: [REDACTED] to an attorney of her choice who may be advising her in connection with this Agreement [REDACTED]

[REDACTED] or [REDACTED] as otherwise required by law (including valid subpoena). In making any permitted disclosures under this Section 3.a.ii-iv, Plaintiff further agrees not to reveal any information that would implicitly or explicitly identify [REDACTED] with respect to the non-wage allegations in the Complaint or the resolution of the non-wage allegations related to the [REDACTED], unless required by law (including valid subpoena). Plaintiff agrees disclosure in this Section includes, but is not limited to, any postings, comments, pictures, texts, or notices through any smartphone, internet, social media, or related technology such as chat rooms, web pages, Facebook, Twitter, Instagram, TikTok, Snapchat, WhatsApp, Four Square, LinkedIn, Google Plus, Yelp, Glassdoor, and any and all similar such sites or technology, regardless

of whether she participates anonymously or under a pseudonym, including but not limited to the pseudonym “Jane Doe”. It is expressly understood and agreed by Plaintiff that she will notify the third parties to whom she may make disclosures that they are required to maintain the confidentiality and nondisclosure provisions pursuant to this Agreement. Further, Plaintiff expressly understands and agrees that if [REDACTED] determines that any individual as indicated in Section 3.a.i-iv, to whom Plaintiff makes authorized disclosures, discloses or if any individual with whom Plaintiff discusses any of the above information after the execution of this agreement makes unauthorized disclosures, Plaintiff may be held liable under this Agreement for those disclosures as if she engaged in them personally. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Plaintiff from initiating, testifying, assisting, complying with a subpoena from, or participating in any manner with, an investigation by a government agency, or from filing or disclosing facts necessary to receive unemployment insurance, Medicaid, or other public benefit to which Plaintiff is entitled.

b. In the event Plaintiff is asked about [REDACTED], Plaintiff shall not be prohibited from discussing information related to or concerning her wage-and-hour claims, along with the terms of resolution of those claims, only. As to all other allegations in the Complaint (the non-wage allegations), Plaintiff shall respond only that they decided to part ways. Moreover, if anyone who already knows of the existence of the Complaint or the allegations contained therein asks about the matter, Plaintiff similarly shall not be prohibited from discussing information related to or concerning her wage-and-hour claims, along with the terms of resolution of those claims, only. As to all other allegations in the Complaint (the non-wage allegations), Plaintiff shall respond only that the matter has been resolved to the mutual satisfaction of the Parties.

c. [REDACTED] agrees that in response to any inquiries from prospective employers regarding Plaintiff's employment, [REDACTED] will provide only the following information: dates of employment [REDACTED] and position held [REDACTED]

d. Notwithstanding the foregoing, the Parties understand and agree that nothing in this Agreement should be construed so as to prohibit anyone from disclosing the existence of this Agreement to a court in connection with a response to a valid subpoena or court order. In such event, however, the Party responding to the subpoena shall advise the court of the confidentiality obligations set forth in this Agreement and shall request that the court refrain from placing the terms of this Agreement on the record in a publicly accessible manner or otherwise disclosing such terms to the public.

[REDACTED]

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[illegible]

6. Non-Disparagement.

a. Plaintiff agrees that, at all times following the Effective Date of this Agreement [REDACTED] [REDACTED] she shall not publish or communicate to any person or entity, or direct others to publish or communicate to any person or entity, any Disparaging remarks, comments, or statements concerning Defendants or any of the [REDACTED] Releasees. For purposes of this Agreement, the term “Disparaging” shall mean remarks, comments, statements, or communications (in any form, including but not limited to written, oral, or electronic) that: (i) reflect adversely upon the affairs or practices of the person or entity being remarked or commented upon or (ii) impugn the character, honesty, integrity, morality, acumen, or abilities of the person or entity being remarked or commented upon, provided, however, that the term “Disparaging” shall not include truthful statements made by the Parties about Plaintiff’s wage-and-hour claims and their experiences in litigating such claims. For the avoidance of doubt, nothing in this Agreement shall prohibit Plaintiff from making such truthful statements regarding her wage-and-hour claims and the litigation and resolution of such claims.

b. [REDACTED] agrees that, at all times following the Effective Date of this Agreement [REDACTED] shall not publish or communicate to any person or entity, or direct others to publish or communicate to any person or entity, any Disparaging (as defined at Section 6.a) remarks, comments, or statements concerning Plaintiff. Additionally [REDACTED] shall instruct [REDACTED] that [REDACTED] shall not publish or communicate to any person or entity, or direct others to publish or communicate to any person or entity, any Disparaging (as defined at Section 6.a) remarks, comments, or statements concerning Plaintiff.

c. No Party shall be deemed to be in breach of this Section 6 however, by providing truthful testimony to any court or governmental agency.

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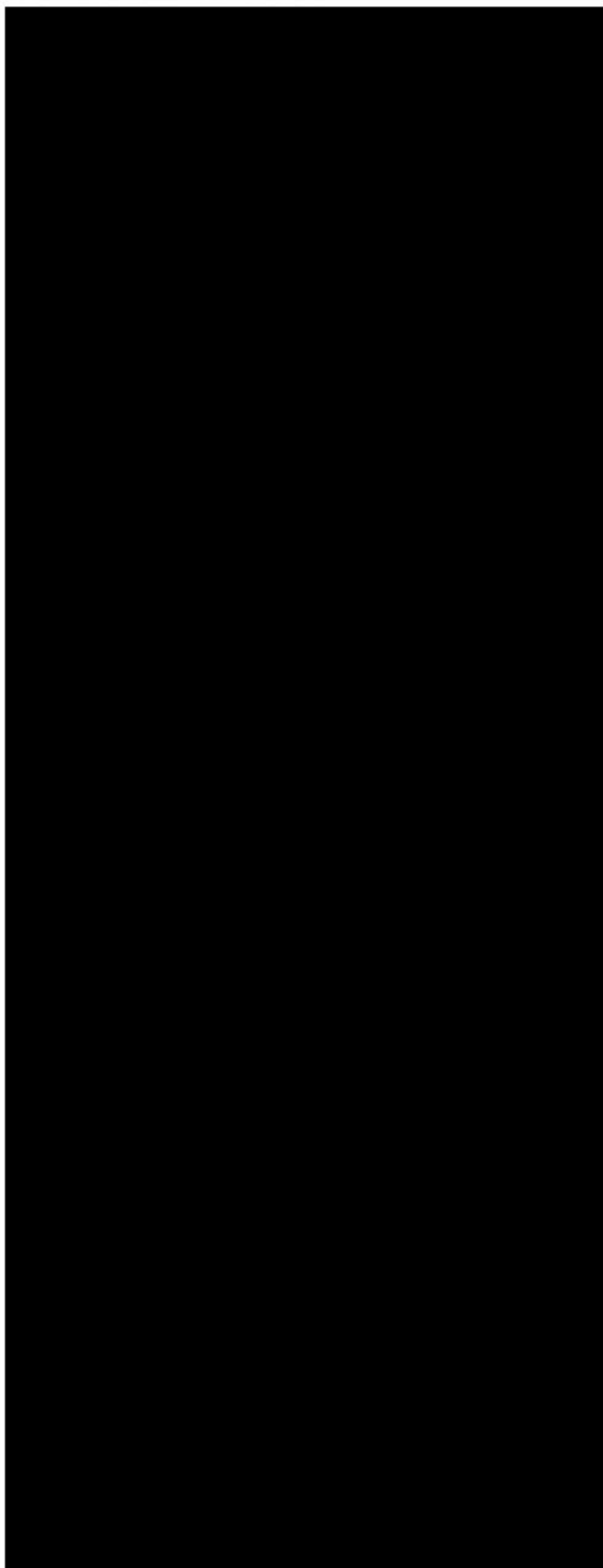
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